

Exhibit C



J. Robin Lindley, Partner

2229 San Felipe Road, Suite 1000
Houston, Texas 77019
Main: 713-225-4500
Fax: 713-225-3719
www.buckkeenanalp.com
lindley@buckkeenanalp.com

April 13, 2020

24 Hour Fitness USA, Inc.
12647 Alcosta Blvd, Suite 500
San Ramon, CA 94583
Attn: Property Administration

Via Federal Express

24 Hour Fitness USA, Inc.
12647 Alcosta Blvd., Suite 500
San Ramon, CA 94583
Attn: Legal Department

Via Federal Express

24 Hour Fitness USA, Inc.
12647 Alcosta Blvd., Suite 500
San Ramon, CA 94583
Attn: Construction

Via Federal Express

Re: 24 Hour Fitness Lease dated May 16, 2018 (the "Lease") between BRE Retail Residual Owner 1 LLC ("Landlord") and 24 Hour Fitness USA, Inc. ("Tenant") covering the Premises at the Jester Village Shopping Center, Houston, Texas

To Whom It May Concern:

The undersigned represents Landlord regarding the matters set forth herein. Any defined terms used herein and not otherwise defined shall have the meaning set forth in the Lease.

Landlord has recently received correspondence from five separate subcontractors asserting claims for unpaid invoices arising from Tenant's construction of the Initial Improvements. Four of the letters provide notice of the subcontractors' intent to file liens against Landlord's interests in the Premises and demands that Landlord withhold payment of amounts owed the general contractor. One of the letters, from Texas A&M Concrete, LLC ("TAMC"), includes a copy of a filed affidavit claiming a lien. Copies of the subcontractors' correspondence are attached for your convenience.

It is Landlord's position that Landlord has no liability for amounts owed any contractor or subcontractor for Tenant's construction of the Initial Improvements. It is also Landlord's position that its ownership interests in the Premises are not subject to any lien claims. Nonetheless,

BUCK KEENAN LLP

April 13, 2020

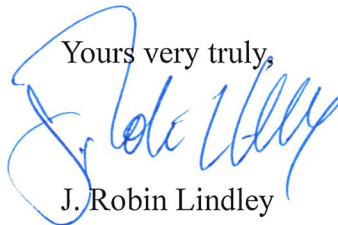
Page 2

Landlord expects that Tenant will comply with its obligations under the Lease to keep the Premises free and clear from any mechanic's lien filings. In that regard, Landlord requests that Tenant comply with its obligations under section 9.3 of the Lease and discharge the TAMC lien within forty-five (45) days of this notice. Furthermore, Landlord insists that Tenant resolve any outstanding claims and secure the required affidavits from the general contractor and all Major Subcontractors before Landlord is able to pay over any remaining Initial Improvements Allowance, including Retainage, to Tenant.

No delayed action or inaction by Landlord in exercising any of its rights or remedies under the Lease shall operate as a waiver of any of its rights or remedies, and Landlord expressly reserves the right to take action or exercise remedies available to it under the Lease at law, or in equity, now or at any time in the future as Landlord may determine in its sole discretion.

If you have any questions regarding this matter, please direct them to the undersigned.

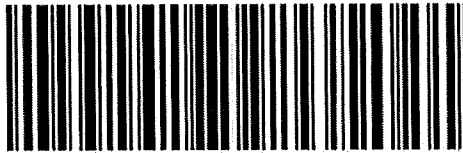
Yours very truly,

A handwritten signature in blue ink, appearing to read "J. Robin Lindley", is written over the typed name.

J. Robin Lindley

JRL/tlw

Cris W. Craft
Attorney at Law
20501 Katy Freeway, Suite 214
Katy, TX 77450



9414 8118 9956 2450 6716 62

\$5.900
US POSTAGE
FIRST-CLASS
FROM 77450
APR 01 2020
stamps
com



062S0008936456



Bre Retail Residual Owner I, LLC dba Brixmor
1525 Faraday Ave, Suite 350
Carlsbad CA 92008-7372



BAKER LIEN SOLUTIONS
RECOVERIES SECURING SOLUTIONS

20501 Katy Freeway Ste. 214
Katy, TX 77450

4/1/2020

Sent Certified Mail RRR#

9414811899562450671662

Bre Retail Residual Owner I, LLC dba Brixmor
1525 Faraday Ave, Suite 350
Carlsbad, CA 92008

Sent Certified Mail RRR#

9414811899562450694555

Bre Retail Residual Owner I, LLC dba Brixmor
1 Fayette St Ste 150
Conshohocken, PA 19428

Sent Certified Mail RRR#

9414811899562450698119

Axiom DR Construction, LLC
dba Axiom Construction Company, LLC
c/o Richard Otwell
1219 Wunsche Loop
Spring, TX 77373

Re: Lien Affidavits for Mechanic's Lien Contractual Retainage for materials and/or labor furnished by Texas A&M Concrete, LLC, to the project located at 1513 W 18th St Houston, TX TX 77008.

To all those listed above:

We hereby transmit to you by Certified Mail, Return Receipt Requested One(1) accurate copy each of Two(2) Lien Affidavits for Mechanic's Lien Contractual Retainage on behalf of Texas A&M Concrete, LLC in connection with the above-referenced project, which has been filed and recorded in the Official Public Records of Harris County, TX.

If you have any questions regarding this matter, please call

Texas A&M Concrete, LLC
1901 Aldine Western
Houston, TX 77038
281-405-9557

Baker Lien Solutions is a leading administrator for business, legal, and financial solutions.

www.BakerLien.com

RP-2020-138746
03/31/2020 ER \$32.00

LIEN AFFIDAVIT

STATE OF TEXAS

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Lien Affidavit for Mechanic's Lien
Contractual Retainage

§

HARRIS COUNTY

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BEFORE ME, the undersigned authority, personally appeared Cris Craft, who upon his oath, depose and stated the following:

1. My name is Cris Craft. I am a Limited Agent of Texas A&M Concrete, LLC (the "Lien Claimant"). I have knowledge of the facts set forth below and am competent and authorized to make this affidavit. The facts set forth herein are true and correct based upon my knowledge.

2. The Lien Claimant's business and mailing address is 1901 Aldine Western, Houston, TX 77038. The Lien Claimant entered into a contract with Axiom DR Construction, LLC dba Axiom Construction Company, LLC, and its last known mailing address is 1219 Wunsche Loop, Spring, TX 77373.

3. Under its contract with Axiom DR Construction, LLC dba Axiom Construction Company, LLC, the Lien Claimant agreed to furnish material relating turnkey concrete work for site concrete for the improvement of the property known as 24 Hour Fitness Jester Village, located at 1513 W. 18th St, Houston, TX 77008.

Property Number: 1402700010001, in Harris County, Texas

Legal: RES A BLK 1 JESTER VILLAGE

4. The date of Substantial Completion of the work was December 18th, 2019, Attached as Exhibit A.

5. The Owner or reputed owner of the real property described herein, is Bre Retail Residual Owner I, LLC dba Brixmor, whose mailing address is 1525 Farday Ave, Suite 350 Carlsbad, CA 92008. The General Contractor or Construction Manager for the project was Axiom DR Construction, LLC dba Axiom Construction Company, LLC.

6. The real property sought to be charged with a lien is the property located at 1513 W. 18th St, Houston, TX 77008, with the legal description attached as Exhibit B.

7. The total amount due to the Lien Claimant is \$18,358.00 in retainage. These amounts are just, due, and correct, after allowing all just credits, offsets, and payments. The Lien Claimant claims a lien on said property and improvements to secure payment of said amount.

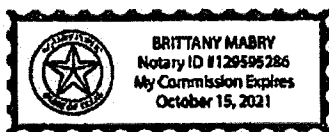
Prepared by and Return to:
Baker Lien Solutions
20501 Katy Freeway, Suite 214
Houston, TX 77450

RP-2020-138746

8. Notice of Contractual Retainage was mailed to the Project Owner/General Contractor by certified mail. A copy of this letter is attached hereto and incorporated by reference as Exhibit C.

By: Cris D. Craft
Cris Craft, Limited Agent
of Texas A&M Concrete, LLC

Subscribed and sworn to before me on this 27th day of March, 2020.



Brittany Mabry
Notary Public, State of Texas

STATE OF TEXAS

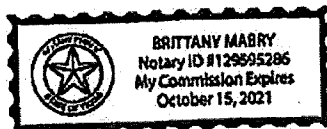
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COUNTY OF HARRIS

Acknowledgement

BEFORE ME, the undersigned authority, on this day personally appeared Cris Craft, Limited Agent of Texas A&M Concrete, LLC, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that the facts were true, and he executed the same for the purposes therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 27th day of March, 2020.



Brittany Mabry
NOTARY PUBLIC

RP-2020-138746

Prepared by and Return to:
Baker Lien Solutions
20501 Katy Freeway, Suite 214
Houston, TX 77450



Texas A&M Concrete, LLC
1901 Alaska Western Rd.
Houston TX, 77058
Tel: 281-405-5557 Fax: 281-405-5553

Date: December 20, 2019
To: Axion Construction
Project: 24 Hr Fitness Houston Heights
Date of Substantial Completion: 12/15/2019

Texas A&M Concrete, LLC insures and warrants that all work performed by Texas A&M Concrete, LLC, whether it be movable, adjustable, or fixed, performed under this contract including, but not limited to, all workmanship, materials, machinery, equipment and hardware shall be free of any defects, shrinkages, warpages, defective materials and workmanship. Ordinary wear and tear is not covered by this warranty, unless such wear and tear is caused by defective workmanship. Texas A&M Concrete, LLC further insures and warrants to repair or replace, at its own expense, such defective materials and workmanship for a period of one year from the Date of Substantial Completion.

Nothing herein intends or implies that this warranty shall apply to work which has been abused or neglected by the Owner or his successor, interests.

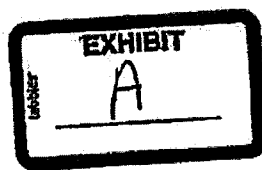
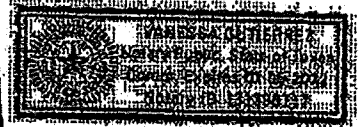

Authorized Signature

Vice President
Title

STATE: Texas
COUNTY OF: Harris

This instrument was acknowledged before me on the 20 day of December, 2019
By David Russell on behalf of Texas A&M Concrete, LLC


Notary public in and for Harris County, Houston, Texas



RP-2020-138746

HARRIS COUNTY APPRAISAL DISTRICT
REAL PROPERTY ACCOUNT INFORMATION
34022709010061

Tax Year: 2019

Print

Owner and Property Information										
Owner Name & Mailing Address: 888 RETAIL MEDICAL CENTER LLC 1 FAYETTE ST STE 300 CONROHOCKEN PA 19428-2021					Legal Description: RIS A BLK 1 SWYER VILLAGE 1881 W 18TH ST HOUSTON TX 77008					
State Class Code	Land Use Code	Building Class	Total Units	Land Area	Building Area	Net Rentable Area	Neighborhood	Market Area	Map Parcel	Key Map
P1 -- Real, Commercial	8004 -- Land Neighborhood Section 4	C	0	212,150 SF	66,140	64,285	8900	8000 -- Neighbr	82800	4527

Value Status Information		
Value Status	Notes Date	Spred CAD
Unsold	06/07/2019	No

Exemptions and Restrictions						
Exemption Type	Details	Jurisdiction	Exemption Value	ARS Status	2018 Rate	2019 Rate
None	001	HOUSTON ISD		Certified 08/02/2019	1.296700	1.136700
	040	HARRIS COUNTY		Certified 08/02/2019	0.418500	
	041	HARRIS CO FLOOD CNTRL		Certified 08/02/2019	0.028770	
	042	PORT OF HOUSTON AUTH		Certified 08/02/2019	0.611600	
	043	HARRIS CO HOUS DIST		Certified 08/02/2019	0.171800	
	044	HARRIS CO EDUC DEPT		Certified 08/02/2019	0.003190	
	045	HOU COMMUNITY COLLEGE		Certified 08/02/2019	0.100000	
	061	CITY OF HOUSTON		Certified 08/02/2019	0.598310	0.567920

Texas law prohibits us from displaying residential photographs, sketches, floor plans, or information indicating the age of a property owner on our website. You can inspect this information or get a copy at HCAID's information center at 15015 NW Freeway.

Value as of January 1, 2018				Value as of January 1, 2019			
	Market	Assessed		Market	Assessed		
Land				3,818,700			
Improvement				182,680			
Total				4,001,380			4,011,308

Land										
Market Value Land										
Line	Description	Site Code	Unit Type	Units	Size Factor	Site Factor	Appr Q/R Factor	Appr Q/A Reason	Total Adj	Unit Price
1	8004 -- Land Neighborhood Section 4	4343	SF	212,150	1.00	1.00	1.80	Corner or Alley	1.80	18.00
										28.00
										3,818,700.00

Building							
Building	Year Built	Remodeled	Type	Style	Quality	Sq Ft	Building Details
1	1970	2009	Neighborhood Shopping Center	Neighborhood Shopping Ctr	Average	21,562	Displayed
2	1997		Neighborhood Shopping Center	Supermarket	Average	28,938	View
3	1970	2009	Neighborhood Shopping Center	Neighborhood Shopping Ctr	Average	15,640	View

Building Data	
Element	Detail
Cooling Type	Central / Forced
Functional Utility	Avg/Normal
Heating Type	Hot Air
Partition Type	Normal
Physical Condition	Good
Plumbing Type	Adequate
Sprinkler Type	None
Exterior Wall	Brick / Concrete Block
Economic Obsolescence	Normal
Element	Units
Wall Height	4
Interior Finish Percent	100

Building Details (1)

Building Areas	
Description	Area
BASE AREA PRI	21,562
COPY ROOF W/ SLAB - C	3,552



Extra Features					
Line	Description	Quality	Condition	Units	Year Built
1	CANOPY ROOF AND SLAB	Average	Average	3,552.00	1990
2	Paving - Asphalt	Average	Average	120,000.00	1980
3	Truck - Train Weib	Average	Average	1,594.00	1997
4	CANOPY ROOF AND SLAB	Average	Average	1,113.00	1990
5	CANOPY ROOF AND SLAB	Average	Average	310.00	1999
6	CANOPY ROOF AND SLAB	Average	Average	2,822.00	1970
7	CANOPY ROOF AND SLAB	Average	Average	144.00	1970

RP-2020-138746

Notice of Contractual Retainage

October 15, 2019

Sent Certified Mail RRR #
9414811899561968933149
Bre Retail Residual Owner I, LLC dba
Brixmor
1525 Farday Ave, Suite 350
Carlsbad, CA 92008

Sent Certified Mail RRR #
9414811899561968935174
Bre Retail Residual Owner I, LLC dba
Brixmor
1 Fayette St Ste 150
Conshohocken, PA 19428

Sent Certified Mail RRR #
9414811899561968934351
Axiom DR Construction, LLC
dba Axiom Construction Company, LLC
c/o Richard Otwell
1219 Wunsche Loop
Spring, TX 77373

RE: Turnkey Concrete Work and/or labor for improvements
At 24 Hour Fitness Jester Village located at 1513 W. 18th St, Houston, TX 77008
Legal: RES A BLK 1 JESTER VILLAGE

Dear Owner and Contractor:

In accordance with Section 53.057 of the Texas Property Code, we are writing to advise you that under our subcontract with Axiom DR Construction, LLC dba Axiom Construction Company, LLC, whose address is 1219 Wunsche Loop, Spring, TX 77373, there is a requirement for retainage to be paid to us. The approximate amount of that retainage is \$18,358.00.

Our complete company name is Texas A&M Concrete, LLC, and our address for future communications is 1901 Aldine Western Rd, Houston, TX 77038. Our subcontractual agreement was completed on October 3rd, 2019, which is within 30 days of the sending of this notice.

We request that you provide to us notice if the general contractor is terminated or if the contract for construction is abandoned.

Yours very truly,

Cris W. Craft

Cris W. Craft, Limited Agent of
Texas A&M Concrete, LLC



RP-2020-138746

RP-2020-138746

Pages 6

03/31/2020 08:56 AM

e-Filed & e-Recorded in the

Official Public Records of

HARRIS COUNTY

DIANE TRAUTMAN

COUNTY CLERK

Fees \$32.00

RP-2020-138746

RECORDERS MEMORANDUM

This instrument was received and recorded electronically and any blackouts, additions or changes were present at the time the instrument was filed and recorded.

Any provision herein which restricts the sale, rental, or use of the described real property because of color or race is invalid and unenforceable under federal law.
THE STATE OF TEXAS
COUNTY OF HARRIS
I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me; and was duly RECORDED in the Official Public Records of Real Property of Harris County, Texas.



Diane Trautman

COUNTY CLERK
HARRIS COUNTY, TEXAS

RP-2020-138747
03/31/2020 ER \$32.00

LIEN AFFIDAVIT

STATE OF TEXAS

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Lien Affidavit for Mechanic's Lien
Contractual Retainage

HARRIS COUNTY

BEFORE ME, the undersigned authority, personally appeared Cris Craft, who upon his oath, deposed and stated the following:

1. My name is Cris Craft. I am a Limited Agent of Texas A&M Concrete, LLC (the "Lien Claimant"). I have knowledge of the facts set forth below and am competent and authorized to make this affidavit. The facts set forth herein are true and correct based upon my knowledge.

2. The Lien Claimant's business and mailing address is 1901 Aldine Western, Houston, TX 77038. The Lien Claimant entered into a contract with Axiom DR Construction, LLC dba Axiom Construction Company, LLC, and its last known mailing address is 1219 Wunsche Loop, Spring, TX 77373.

3. Under its contract with Axiom DR Construction, LLC dba Axiom Construction Company, LLC, the Lien Claimant agreed to furnish material relating turnkey concrete for building for the improvement of the property known as 24 Hour Fitness Jester Village, located at 1513 W. 18th St, Houston, TX 77008.

Property Number: 1402700010001, in Harris County, Texas

Legal: RES A BLK 1 JESTER VILLAGE

4. The date of Substantial Completion of the work was December 20th, 2019, Attached as Exhibit A.

5. The Owner or reputed owner of the real property described herein, is Bre Retail Residual Owner I, LLC dba Brixmor, whose mailing address is 1525 Faraday Ave, Suite 350 Carlsbad, CA 92008. The General Contractor or Construction Manager for the project was Axiom DR Construction, LLC dba Axiom Construction Company, LLC.

6. The real property sought to be charged with a lien is the property located at 1513 W. 18th St, Houston, TX 77008, with the legal description attached as Exhibit B.

7. The total amount due to the Lien Claimant is \$62,148.90 in retainage. These amounts are just, due, and correct, after allowing all just credits, offsets, and payments. The Lien Claimant claims a lien on said property and improvements to secure payment of said amount.

Prepared by and Return to:
Baker Lien Solutions
20501 Katy Freeway, Suite 214
Houston, TX 77450

RP-2020-138747

8. Notice of Contractual Retainage was mailed to the Project Owner/General Contractor by certified mail. A copy of this letter is attached hereto and incorporated by reference as Exhibit C.

By: Cris O Craft
Cris Craft, Limited Agent
of Texas A&M Concrete, LLC

Subscribed and sworn to before me on this 27th day of March, 2020.



Brittany Mabry
Notary Public, State of Texas

STATE OF TEXAS

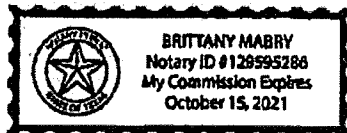
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COUNTY OF HARRIS

Acknowledgement

BEFORE ME, the undersigned authority, on this day personally appeared Cris Craft, Limited Agent of Texas A&M Concrete, LLC, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that the facts were true, and he executed the same for the purposes therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

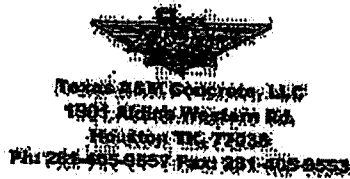
GIVEN UNDER MY HAND AND SEAL OF OFFICE this 27th day of March, 2020.



Brittany Mabry
NOTARY PUBLIC

Prepared by and Return to:
Baker Lien Solutions
20501 Katy Freeway, Suite 214
Houston, TX 77450

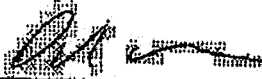
RP-2020-138747



Date: December 20, 2019
To: Apdom Construction
Project: 24 Hr Fitness Center Village Site
Date of Substantial Completion: 12/20/2019

Texas A&M Concrete, LLC insures and warrants that all work performed by Texas A&M Concrete, LLC, whether the work is movable, adjustable, or fixed, performed under this contract, including, but not limited to, all workmanship, materials, machinery, equipment and hardware shall be free of any defects, shrinkages, warpages, defective materials and workmanship. Ordinary wear and tear is not covered by this warranty unless such wear and tear is caused by defective workmanship. Texas A&M Concrete, LLC, further insures and warrants to repair or replace, at its own expense, such defective materials and workmanship for a period of one year from the Date of Substantial Completion.

Nothing herein intends or implies that this warranty shall apply to work which has been abused or neglected by the Owner or his successor interests.

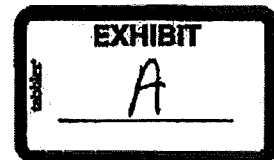
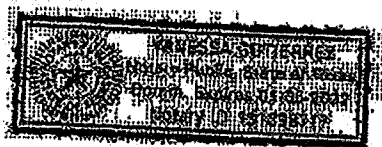

Authorized Signature

Vice President
Title

STATE: Texas
COUNTY OF: Harris

This instrument was acknowledged before me on 20 day of December, 2019
By David Buzzell on behalf of Texas A&M Concrete, LLC


Notary public in and for Harris County, Houston, Texas



RP-2020-138747

Notice of Contractual Retainage

October 15, 2019

**Sent Certified Mail RRR #
9414811899561968979925
Bre Retail Residual Owner I, LLC dba
Brixmor
1525 Faraday Ave, Suite 350
Carlsbad, CA 92008**

**Sent Certified Mail RRR #
9414811899561968974104
Bre Retail Residual Owner I, LLC dba
Brixmor
1 Fayette St Ste 150
Conshohocken, PA 19428**

**Sent Certified Mail RRR #
9414811899561968973336
Axiom DR Construction, LLC
dba Axiom Construction Company, LLC
c/o Richard Otwell
1219 Wunsche Loop
Spring, TX 77373**

**RE: Turnkey Concrete Work and/or labor for improvements
At 24 Hour Fitness Jester Village located at 1513 W. 18th St, Houston, TX 77008
Legal: RES A BLK 1 JESTER VILLAGE**

Dear Owner and Contractor:

In accordance with Section 53.057 of the Texas Property Code, we are writing to advise you that under our subcontract with Axiom DR Construction, LLC dba Axiom Construction Company, LLC, whose address is 1219 Wunsche Loop, Spring, TX 77373, there is a requirement for retainage to be paid to us. The approximate amount of that retainage is \$62,148.90.

Our complete company name is Texas A&M Concrete, LLC, and our address for future communications is 1901 Aldine Western Rd, Houston, TX 77038. Our subcontractual agreement was completed on October 3rd, 2019, which is within 30 days of the sending of this notice.

We request that you provide to us notice if the general contractor is terminated or if the contract for construction is abandoned.

Yours very truly,

Cris W. Craft
Cris W. Craft, Limited Agent of
Texas A&M Concrete, LLC



RP-2020-138747

RP-2020-138747
Pages 6
03/31/2020 08:56 AM
e-Filed & e-Recorded in the
Official Public Records of
HARRIS COUNTY
DIANE TRAUTMAN
COUNTY CLERK
Fees \$32.00

RP-2020-138747

RECORDERS MEMORANDUM
This instrument was received and recorded electronically
and any blackouts, additions or changes were present
at the time the instrument was filed and recorded.

Any provision herein which restricts the sale, rental, or
use of the described real property because of color or
race is invalid and unenforceable under federal law.
THE STATE OF TEXAS
COUNTY OF HARRIS
I hereby certify that this instrument was FILED in
File Number Sequence on the date and at the time stamped
hereon by me; and was duly RECORDED in the Official
Public Records of Real Property of Harris County, Texas.



Diane Trautman
COUNTY CLERK
HARRIS COUNTY, TEXAS



CARL L. WILLIAMS
ASSOCIATE

DIRECT DIAL 713.351.0363
CWILLIAMS@ANDREWSMYERS.COM

April 8, 2020

Via U.S. Mail and CM/RRR

BRE Retail Residual Owner 1, LLC
c/o Corporation Service Company
2711 Centerville Road, Suite 400
Wilmington, Delaware 19808

Via U.S. Mail and CM/RRR

24 Hour Fitness USA, Inc.
12647 Alcosta Boulevard, Suite 500
San Ramon, California 94583

Via U.S. Mail and CM/RRR

Axiom DR Construction, LLC
1219 Wunsche Loop
Spring, Texas 77373

Re: Project:	24 Hour Fitness-Jester Village Site-Remodel 1513 West 18 th Street Houston, Harris County, Texas 77008
Real Property Owner:	BRE Retail Residual Owner 1, LLC
Leasehold Owner:	24 Hour Fitness USA, Inc.
Original Contractor:	Axiom DR Construction, LLC ("Axiom Construction")
Claimant:	RSL Contractors, Ltd. ("RSL")
Claim Amount:	\$11,893.07

Dear Sir/Madam:

This law firm represents RSL. RSL furnished labor, equipment and materials to the above-referenced Project under an agreement with Axiom Construction. There remains due and owing \$11,893.07, in retainage, for the labor, equipment and materials RSL furnished to Axiom Construction and to

Sienna Cypress, LLC
24 Hour Fitness USA, Inc.
April 8, 2020
Page 2

the Project located in Harris County, Texas during the months of January, 2020. This amount does not include any attorney's fees, interest or costs which may be recoverable at law.

This notice is given to you pursuant to the TEXAS PROPERTY CODE: IF THIS ACCOUNT REMAINS UNPAID, YOU MAY BE PERSONALLY LIABLE AND YOUR PROPERTY SUBJECTED TO A LIEN UNLESS YOU WITHHOLD PAYMENT FROM YOUR ORIGINAL CONTRACTOR FOR THE PAYMENT OF THE CLAIM OR UNLESS THE CLAIM IS OTHERWISE PAID OR SETTLED.

RSL's agreement provides that a portion of the contract price is to be retained until substantial completion in the amount of 10% percent of progress payments pursuant to § 53.057 of the TEXAS PROPERTY CODE.

This claim is past-due under the terms of the agreement referenced above and TEXAS PROPERTY CODE § 53.053. Demand is hereby made under TEXAS PROPERTY CODE § 53.083 for payment of the amount set forth above.

Pursuant to TEXAS PROPERTY CODE § 53.055, we are enclosing a copy of the Affidavit for Mechanic's and Materialmen's Lien - Leasehold filed on April 8, 2020 with the Real Property Records of Harris County, Texas.

Demand is made for the payment of this claim. Please call me if you have any questions or comments.

Sincerely,

/s/ Carl L. Williams

Carl L. Williams

CLW:cc
Enclosure

cc:

Via CM/RRR

Corporation Service Company
d/b/a CSC-Lawyers Incorporating Service Company
As Registered Agent for:
BRE Retail Residual Owner 1, LLC
211 E. 7th St., Suite 620
Austin, Texas 78701

Sienna Cypress, LLC
24 Hour Fitness USA, Inc.
April 8, 2020
Page 3

BRE Retail Residual Owner 1, LLC
1 Fayette Street, Suite 150
Conshohocken, Pennsylvania 19428

Via CM/RRR

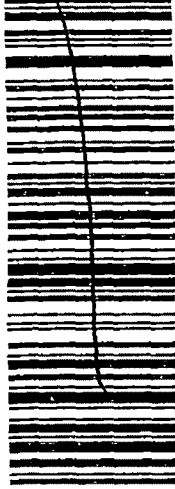
24 Hour Fitness USA, Inc.
1513 West 18th Street
Houston, Texas 77008

Via CM/RRR

Andrews Myers
Attorneys at Law

1885 Saint James Place, 15th Floor • Houston, Texas 77056-4110

REGISTERED MAIL



neopost

04/08/2020

US POSTAGE

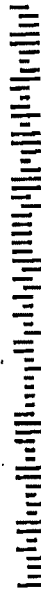
FIRST-CLASS MAIL

\$06.90

ZIP 77027
041L11226711

9414 7266 9904 2154 3701 71

RETURN RECEIPT REQUESTED



Corporation Service Company
D/b/a CSC-Lawyers Incorporating Service Company
As Registered Agent for:
BRE Retail Residual Owner 1, LLC
211 E. 7th St., Suite 620
Austin, TX 78701

DML HVAC, INC.

32111 Tamina Road
Magnolia, Texas 77354
281-356-2293
License# TACLB017539E

Intent to Lien Notice

Private Projects – Notice to General Contractor First Notice 3/25/20
(Pursuant to Section 53.056 of Texas Property Code)

Brixmor Property Group
1525 Faraday Ave. #350
Carlsbad, CA. 92008

Certified Mail: 7015 1730 0000 0828 7290

Project: 24 Hour Fitness – Jester Village
Tenant: 24 Hour Fitness – 14275 Midway Rd., Suite #200, Addison, TX. 75001
General Contractor: Axiom Construction Co – 1219 Wunsche Loop, Spring, Tx. 77373
Location: 1513 W. 18th Street, Houston, TX. 77008

DML HVAC, Inc. has furnished labor and/or materials necessary to furnish and/or install the following general description: HVAC parts or equipment, building controls, and labor on the referenced project to you as a subcontractor per our contract with **Axiom Construction Co.** Our records indicate an unpaid balance is due on the above named project in the amount of \$ 21,454.70. This notice is to protect our rights under the mechanic's lien laws of Texas. If this claim remains unpaid you may be personally liable and your property may be subject to a lien unless: *You withhold payments from the General Contractor for payment of the claim, or * the claim is otherwise paid or settled.

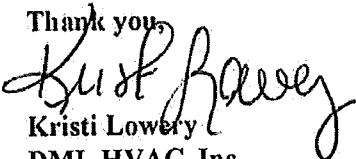
Invoice(s) as follows: 33738

Please note that if the claim owing DML HVAC, Inc. remains unpaid, DML HVAC, Inc. will seek to hold the owner liable and the Owner's property may be subject to a lien unless:

- The owner withholds payment from the General Contractor (Axiom Construction Co.) for payment of the claim, or
- The claim is otherwise paid or settled

Demand is hereby made for the payment of our claim from funds by owner unless the General Contractor disputes this claim as required by law.

Thank you,



Kristi Lowery
DML HVAC, Inc.
32111 Tamina Rd.
Magnolia, TX 77354
Office 281-356-2293
Email dmlhvac@yahoo.com

General Contractor CERTIFIED MAIL: 7015 1730 0000 0828 7337
Tenant CERTIFIED MAIL: 7016 0750 0000 4554 5274

DML HVAC Inc.

32111 TAMINA
MAGNOLIA, TX 77354 US
281-356-2293
dmlhvac@yahoo.com

INVOICE**BILL TO**

Axiom Construction, LLC
1219 Wunsche Loop
Spring, Texas 77373 USA

INVOICE # 33738**DATE 11/14/2019****DUE DATE 12/14/2019****TERMS Net 30****JOB NAME**

24 Hr - Heights

ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
Retention	10% Retention on all invoices to complete the job	1	21,454.70	21,454.70
	Original Contract \$209,200.00			
	Change Order #1 \$2,400.00			
	Change Order #2 \$1,984.00			
	Change Order #3 \$963.00			

BALANCE DUE**\$21,454.70**



Via Certified Mail Return Receipt Requested

March 26, 2020

**To: BRF Retail Residual Owner 1 LLC,
Axiom Construction**

Re: Mechanic's & Materialman's Lien on the Property Located at 1513 W. 18th St. Houston, TX 77008, more particular describes as:

To All Concerned:

You, BRF Retail Residual Owner 1, LLC, have been identified as the owner of the record of the property located at 1513 W. 18th St. Houston, TX 77008, more particular describes as; Please be advised that Kirtley Roofing & Sheet Metal, Inc. ("KSM") has a claim for services performed on and materials installed in this property which arose pursuant to a written agreement between Axiom Construction and KSM. This claim is unpaid and is in the principal amount of \$7,927.00 (Retainage). Please accept this letter as a formal demand for payment on this claim.

If payment is not received upon this claim within thirty (30) days from the date of this letter then KSM shall be entitled to file for a Mechanic's and Materialman's lien ("M&M lien), upon the property located at 1513 W. 18th St. Houston, TX 77008, more particular describes as; and upon which the aforementioned services were performed, and materials were installed. The goods and materials supplied and delivered to this property are identified, itemized and listed on Exhibit A **[INSERT COPY OF CONTRACT AND/OR INVOICES FOR PAYMENT]**, which is incorporated herein by reference as if set out in full.

The M&M lien KSM shall claim is asserted pursuant to Chapter 53 of Texas Property Code and arises from the delinquency of this account, as well as the services performed on and materials installed in the property located at 1513 W. 18th St. Houston, TX 77008, more particular describes as; If this account remains unpaid, then the property will remain subject to a lien, and this lien shall exist unless and until the account is paid or otherwise settled.

Pursuant to Chapter 53 of the Texas Property Code, please accept this as further written notice of the owner and/or tenant's right to withhold any and all payments now due and owing to Axiom Construction. If the claim presented to the general contractor remains unpaid then BRF Retail Residual Owner 1, LLC, owner of the referenced property, may be personally liable and the referenced property may be subject to a lien unless you withhold payments from the contractor for the claim or the claim is otherwise paid and settled. Additionally, please accept this as further notice of KSM's right to any claim for retainage under the Texas Property Code.



Pursuant to the parties' arrangement, KSM asserts its right to (10%) of the work contracted for \$7,927.00 (Retainage). Payment of this amount may be directed to our offices.

If a payment bond exists, please provide us a copy of it. We will reimburse you for your copying expenses.

In closing, we thank you for your time and attention to this matter and invite you to contact us if we may be of further assistance.

Respectfully,


James West-Vice President

**Kirtley Roofing & Sheet Metal, LLC**

18902 Hamish Rd
Tomball, TX 77377

Invoice

Date	Invoice #
7/18/2019	7928

Bill To
Axiom Construction Co, Inc. 1219 Wunsche Loop Spring, TX 77373

P.O. No.	Terms	Project
	Net 30	19-898 24HR Fitness-Jester Village Site

Description	Amount
Agreement # SC-KK522R-18,39 Job Name: 24HR Fitness-Jester Village Site-Remodel Scope: Exterior Walls \$27,500.00 TPO tie in \$12,320.00 New Cap Metal \$18,030.00 Wall panels on backside of new parapet wall \$21,420.00 Contract: \$79,270.00 INVOICE FOR RETAINAGE	7,927.00

THIS DOCUMENT IS YOUR NOTICE OF OUR INTENT TO FILE LIEN IF OUR
PAYMENT TERMS ARE NOT FOLLOWED

Phone #
281-351-1022

Subtotal	\$7,927.00
Sales Tax (0.0%)	\$0.00
Total	\$7,927.00

JSC Services, LLC
13924 E. FM 1097 Rd
Willis, TX 77378
(936) 672-1418

Date: 3/27/20

OWNER:

Brixmor Property Group
3901 Bellaire Blvd
Houston, TX 77025

GENERAL CONTRACTOR:

Axiom DR Construction, LLC (Axiom Construction Co, LLC)
1219 Wunsche Loop
Spring, TX 77373

NOTICE OF UNPAID ACCOUNT

Project Name: 24 Hour Fitness – Jester Village Site
Project Address: 1513 W. 18th Street, Houston TX 77008
Amount past due: \$47,517.90

Greetings:

Please consider this formal notice under the laws of Texas that an unpaid account is due and owing from the undersigned firm AXIOM CONSTRUCTION CO., LLC, on the above referenced project for labor and materials furnished on the project.

It is our understanding that you are the owner of the real property on which the improvements are being made. If you are not the owner of the property, please advise us at once.

The principal amount of our claim is \$47,517.90 and is unpaid. Attached is a true and correct statement of account that is due and owing.

We must provide you with the following notice required by the Texas Property Code: IF THIS CLAIM REMAINS UNPAID, YOU MAY BE PERSONALLY LIABLE AND YOUR PROPERTY SUBJECT TO A LIEN UNLESS YOU WITHHOLD PAYMENT FROM THE CONTRACTOR FOR THE PAYMENT OF THIS CLAIM OR UNLESS THIS CLAIM IS OTHERWISE PAID OR SETTLED.

This claim has accrued under Section 53.053 of the Texas Property Code and/or is past due according to the agreement between the parties. Demand is hereby made upon you as owner and representative for payment in full of this account.

Unpaid Invoice:

JSC Invoice 4093-R \$43,802.90
JSC Invoice 4093-CO14 \$3,715.00



J. Robin Lindley, Partner

2229 San Felipe Road, Suite 1000
Houston, Texas 77019
Main: 713-225-4500
Fax: 713-225-3719
www.buckkeenan.com
lindley@buckkeenan.com

April 14, 2020

24 Hour Fitness USA, Inc.
12647 Alcosta Blvd, Suite 500
San Ramon, CA 94583
Attn: Property Administration

Via Federal Express

24 Hour Fitness USA, Inc.
12647 Alcosta Blvd., Suite 500
San Ramon, CA 94583
Attn: Legal Department

Via Federal Express

24 Hour Fitness USA, Inc
12647 Alcosta Blvd., Suite 500
San Ramon, CA 94583
Attn: Construction

Via Federal Express

Re: 24 Hour Fitness Lease dated May 16, 2018 (the "Lease") between BRE Retail Residual Owner 1 LLC ("Landlord") and 24 Hour Fitness USA, Inc. ("Tenant") covering the Premises at the Jester Village Shopping Center, Houston, Texas

To Whom It May Concern:

The undersigned represents Landlord regarding the matters set forth herein. Any defined terms used herein and not otherwise defined shall have the meaning set forth in the Lease.

Landlord has received correspondence from attorneys for DML HVAC, Inc ("DML") enclosing copies of an affidavit claiming a lien against Landlord's interests in the Premises arising from Tenant's construction of the Initial Improvements. Copies of DML's correspondence and affidavit claiming a lien are attached for your convenience.

It is Landlord's position that Landlord has no liability for amounts owed any contractor or subcontractor for Tenant's construction of the Initial Improvements. It is also Landlord's position that its ownership interests in the Premises are not subject to any lien claims. Nonetheless, Landlord expects that Tenant will comply with its obligations under the Lease to keep the Premises free and clear from any mechanic's lien filings. In that regard, Landlord requests that Tenant comply with its obligations under section 9.3 of the Lease and discharge the DML lien within

BUCK KEENAN LLP

April 14, 2020

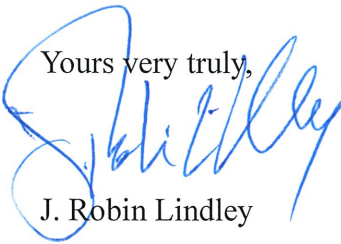
Page 2

forty-five (45) days of this notice. Furthermore, Landlord insists that Tenant resolve any outstanding claims and secure the required affidavits from the general contractor and all Major Subcontractors before Landlord is able to pay over any remaining Initial Improvements Allowance, including Retainage, to Tenant.

No delayed action or inaction by Landlord in exercising any of its rights or remedies under the Lease shall operate as a waiver of any of its rights or remedies, and Landlord expressly reserves the right to take action or exercise remedies available to it under the Lease at law, or in equity, now or at any time in the future as Landlord may determine in its sole discretion.

If you have any questions regarding this matter, please direct them to the undersigned.

Yours very truly,



J. Robin Lindley

JRL/tlw

MURRAY | LOBB, PLLC
ATTORNEYS & COUNSELORS AT LAW
700 GEMINI, SUITE 115
HOUSTON, TEXAS 77058-2735

Phone: (281) 488-0630 Fax: (281) 488-2039
Web Site: www.murray-lobb.com

April 9, 2020

Axiom Construction Company, LLC
1219 Wunsche Loop
Spring, Texas 77373

Via Certified Mail/RRR
7015 1520 0002 9395 1079
And Regular 1st Class Mail

Brixmor Property Group
1525 Faraday Ave., Suite 350
Carlsbad, CA 92008

Via Certified Mail/RRR
7015 1520 0002 9395 1086
And Regular 1st Class Mail

Sienna Cypress, LLC.
One Riverway, Suite 1870
Houston, Texas 77056

Via Certified Mail/RRR
7015 1520 0002 9395 1093
And Regular 1st Class Mail

Williamsburg Enterprises Ltd.
One Riverway, Suite 1870
Houston, Texas 77056

Via Certified Mail/RRR
7015 1520 0002 9395 1109
And Regular 1st Class Mail

Crimson/Relp/Springwoods 24HFP, LLC.
c/o Patrinely Group, LLC.
1980 Post Oak Blvd., Suite 1600
Houston, Texas 77056

Via Certified Mail/RRR
7015 1520 0002 9395 1116
And Regular 1st Class Mail

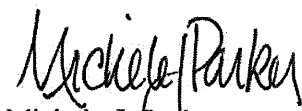
Re: The projects known as: 24 Hour Fitness – Jester Village; 24 Hour Fitness – Missouri City;
and 24 Hour Fitness – City Place/Springwoods

Dear Sir or Madam:

We have enclosed copies of three (3) Affidavits for Mechanic's, Contractor's or Materialman's Liens for the above referenced projects that are being recorded in the Real Property Records Harris County and/or Fort Bend County, Texas.

Yours very truly,

Murray | Lobb, PLLC


Michele J. Parker
Paralegal

c: DML HVAC, Inc.

Via E-mail

**AFFIDAVIT FOR MECHANIC'S, CONTRACTOR'S,
OR MATERIALMAN'S LIEN
(Retainage)**

State of Texas §
 §
County of Harris §

Before me, the undersigned authority, personally appeared Kristi Lowery, for and on behalf of DML HVAC, Inc., who, upon oath, depose and stated:

"My name is Kristi Lowery. I am the operations manager of DML HVAC, Inc., ("Claimant"), and as such, I am authorized to make this affidavit on Claimant's behalf. I have personal knowledge of the facts stated in this affidavit. I am over eighteen years of age, never been convicted of a felony crime, and am fully competent to make this affidavit.

Claimant supplied labor and materials including, but not limited to concrete to Axiom Construction Company, LLC. at a construction project known as the 24 Hour Fitness Jester Village project, located at 1513 W. 18th Street, Houston, Texas 77008 and more particularly described as:

The leasehold interest of 24 Hour Fitness at: See Attached Exhibit "A"

Claimant's business physical and mailing address is 32111 Tamina Road, Magnolia, Texas 77354.

The owner or reputed owner of the above-described property is Brixmor Property Group whose last known address is 1525 Faraday Ave., Suite 350, Carlsbad, CA 92008.


The person or entity that ordered the materials from claimant is Axiom Construction Company, LLC. whose last known address is 1219 Wunsche Loop, Spring, Texas 77373.

The Tenant for whom the material and labor was supplied is 24 Hour Fitness whose last known address is 14275 Midway Rd., Suite 200, Addison, Texas 75001.

The date the work under the original contract was purportedly terminated, stopped or completed was March 23, 2020. Prior notices were sent certified mail, return receipt requested, to the reputed owner and the prime contractor on March 25, 2020.

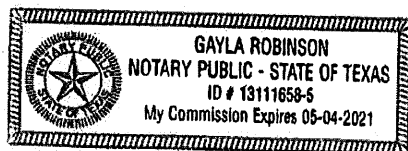
Retainage in the amount of \$21,454.70 remains unpaid and is due and owing to Claimant, and Claimant claims a lien on said property and improvements under the provisions of the Texas Property Code.

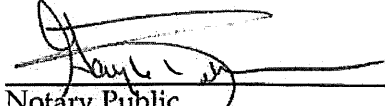
DML HVAC, Inc.

By: 
Kristi Lowery, Operations Manager

State of Texas §
 §
County of Harris §

SUBSCRIBED AND SWORN TO by Kristi Lowery on April 7, 2020, who acknowledged to me that she is the Operations Manager of DML HVAC, Inc., and that she has signed this Affidavit for Mechanic's Lien on behalf of DML HVAC, Inc., in his stated capacity with full authority to do so.





Notary Public
State of Texas

After recording return to:

Charles E. Lobb, Jr.
Murray Lobb, PLLC
700 Gemini, Suite 115
Houston, Texas 77058

EXHIBIT "A"

Property: 1501-1531 West 18th Street, Houston, TX 77008

ALL THAT CERTAIN 4.8703 ACRES OF LAND, BEING ALL THAT CERTAIN 4.8703 ACRES DESCRIBED IN A DEED DATED 01-23-1995 FROM JERRY J. MOORE ET UX TO MOORE REALTY PARTNERSHIP, L. P. FILED FOR RECORD IN THE OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF HARRIS COUNTY, TEXAS, AT D CLERK FILE NO. R-247245, FILM CODE NO. 502-59-2399, BEING COMPRISED OF THE FOLLOWING: ALL OF RESERVE "B", LAZYBROOK, SECTION 6, ACCORDING TO THE PLAT THEREOF, FILED AT VOLUME 53, PAGE 72, HARRIS COUNTY MAP RECORDS, 3.2997 ACRES OUT OF THE HENRY REINERMAN SURVEY, A-644 AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A FOUND 5/8" IRON ROD WITH CAP MARKING THE SOUTHWEST CORNER OF SAID RESERVE "B", AND BEING LOCATED AT THE INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE WEST T.C. JESTER BOULEVARD (120' WIDE) AND THE EAST RIGHT-OF-WAY LINE ELLA BOULEVARD (100' WIDE) AND BEING A POINT ON A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF $02^{\circ} 57' 08''$, A RADIUS OF 1,100.00', WHOSE CHORD BEARS $N 18^{\circ} 15' 42'' E - 56.67'$;

THENCE WITH THE SAID EAST RIGHT-OF-WAY LINE AND SAID CURVE FOR AN ARC DISTANCE OF 56.67 FEET, TO A FOUND 5/8" IRON FOR CORNER;

THENCE $S 89^{\circ} 05' 20'' E - 354.12'$, WITH THE SOUTH LINE OF A WHITE OAK BAYOU (300' WIDE), RECORDED IN VOLUME 2943, PAGE 111, DEED RECORDS, HARRIS COUNTY, TEXAS, TO A FOUND 5/8" IRON ROD WITH CAP FOR CORNER;

THENCE $S 00^{\circ} 45' 20'' W - 1.40'$, WITH THE EAST LINE OF SAID RESERVE, TO A SET 5/8" IRON ROD WITH CAP FOR CORNER;

THENCE $S 89^{\circ} 01' 52'' E - 116.43'$, CONTINUING WITH THE SOUTH LINE OF THE AFOREMENTIONED BAYOU, TO A FOUND 5/8" IRON ROD WITH CAP FOR THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF $86^{\circ} 29' 49''$, A RADIUS OF 371.67', WHOSE CHORD BEARS $S 45^{\circ} 46' 56'' E - 509.31'$;

THENCE CONTINUING WITH SAID SOUTH LINE AND WITH SAID CURVE FOR AN ARC DISTANCE OF 561.09', TO A FOUND RAILROAD SPIKE FOR CORNER;

THENCE $N 89^{\circ} 57' 33'' W 493.76'$, WITH THE NORTH RIGHT-OF-WAY LINE WEST 18TH STREET (100' WIDE), TO A FOUND 5/8" IRON ROD WITH CAP FOR CORNER, BEING A POINT ON A CURVE OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF $22^{\circ} 42' 08''$, A RADIUS OF 1,205.93', WHOSE CHORD BEARS $N 49^{\circ} 13' 33'' W - 474.70'$;

THENCE WITH THE AFOREMENTIONED NORTH RIGHT-OF-WAY LINE WEST T.C. JESTER AND SAID CURVE FOR AN ARC DISTANCE OF 477.82', TO THE POINT OF BEGINNING AND CONTAINING 4.8703 ACRES (212,151 SQUARE FEET) OF LAND, MORE OR LESS.



J. Robin Lindley, Partner

2229 San Felipe Road, Suite 1000
Houston, Texas 77019
Main: 713-225-4500
Fax: 713-225-3719
www.buckkeenan.com
lindley@buckkeenan.com

May 14, 2020

24 Hour Fitness USA, Inc.
12647 Alcosta Blvd, Suite 500
San Ramon, CA 94583
Attn: Property Administration

Via Federal Express

24 Hour Fitness USA, Inc.
12647 Alcosta Blvd., Suite 500
San Ramon, CA 94583
Attn: Legal Department

Via Federal Express

24 Hour Fitness USA, Inc
12647 Alcosta Blvd., Suite 500
San Ramon, CA 94583
Attn: Construction

Via Federal Express

Re: 24 Hour Fitness Lease dated May 16, 2018 (the "Lease") between BRE Retail Residual Owner 1 LLC ("Landlord") and 24 Hour Fitness USA, Inc. ("Tenant") covering the Premises at the Jester Village Shopping Center, Houston, Texas

To Whom It May Concern:

The undersigned represents Landlord regarding the matters set forth herein. Any defined terms used herein and not otherwise defined shall have the meaning set forth in the Lease.

Landlord has received additional correspondence from three separate subcontractors asserting claims for unpaid invoices arising from Tenant's construction of the Initial Improvements. These letters provide notice of the subcontractors' intent to file liens against Landlord's interests in the Premises and/or demand that Landlord withhold payment of amounts owed the general contractor. Copies of the subcontractors' correspondence are attached for your convenience.

It is Landlord's position that Landlord has no liability for amounts owed any contractor or subcontractor for Tenant's construction of the Initial Improvements. It is also Landlord's position that its ownership interests in the Premises are not subject to any lien claims. Nonetheless, Landlord expects that Tenant will comply with its obligations under the Lease to keep the Premises

BUCK KEENAN LLP

May 14, 2020

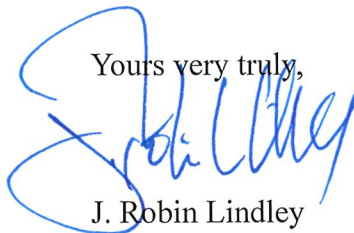
Page 2

free and clear from any mechanic's lien filings. Furthermore, Landlord insists that Tenant resolve any outstanding claims and secure the required affidavits from the general contractor and all Major Subcontractors before Landlord is able to pay over any remaining Initial Improvements Allowance, including Retainage, to Tenant.

No delayed action or inaction by Landlord in exercising any of its rights or remedies under the Lease shall operate as a waiver of any of its rights or remedies, and Landlord expressly reserves the right to take action or exercise remedies available to it under the Lease at law, or in equity, now or at any time in the future as Landlord may determine in its sole discretion.

If you have any questions regarding this matter, please direct them to the undersigned.

Yours very truly,

A handwritten signature in blue ink, appearing to read "J. Robin Lindley", is written over the typed name. The signature is fluid and cursive.

J. Robin Lindley

JRL/tlw



Via Certified Mail Return Receipt Requested

March 26, 2020

**To: BRF Retail Residual Owner 1 LLC,
Axiom Construction**

Re: Mechanic's & Materialman's Lien on the Property Located at 1513 W. 18th St. Houston, TX 77008, more particular describes as:

To All Concerned:

You, BRF Retail Residual Owner 1, LLC, have been identified as the owner of the record of the property located at 1513 W. 18th St. Houston, TX 77008, more particular describes as; Please be advised that Kirtley Roofing & Sheet Metal, Inc. ("KSM") has a claim for services performed on and materials installed in this property which arose pursuant to a written agreement between Axiom Construction and KSM. This claim is unpaid and is in the principal amount of \$7,927.00 (Retainage). Please accept this letter as a formal demand for payment on this claim.

If payment is not received upon this claim within thirty (30) days from the date of this letter then KSM shall be entitled to file for a Mechanic's and Materialman's lien ("M&M lien), upon the property located at 1513 W. 18th St. Houston, TX 77008, more particular describes as; and upon which the aforementioned services were performed, and materials were installed. The goods and materials supplied and delivered to this property are identified, itemized and listed on Exhibit A **[INSERT COPY OF CONTRACT AND/OR INVOICES FOR PAYMENT]**, which is incorporated herein by reference as if set out in full.

The M&M lien KSM shall claim is asserted pursuant to Chapter 53 of Texas Property Code and arises from the delinquency of this account, as well as the services performed on and materials installed in the property located at 1513 W. 18th St. Houston, TX 77008, more particular describes as; If this account remains unpaid, then the property will remain subject to a lien, and this lien shall exist unless and until the account is paid or otherwise settled.

Pursuant to Chapter 53 of the Texas Property Code, please accept this as further written notice of the owner and/or tenant's right to withhold any and all payments now due and owing to Axiom Construction. If the claim presented to the general contractor remains unpaid then BRF Retail Residual Owner 1, LLC, owner of the referenced property, may be personally liable and the referenced property may be subject to a lien unless you withhold payments from the contractor for the claim or the claim is otherwise paid and settled. Additionally, please accept this as further notice of KSM's right to any claim for retainage under the Texas Property Code.



Pursuant to the parties' arrangement, KSM asserts its right to (10%) of the work contracted for \$7,927.00 (Retainage). Payment of this amount may be directed to our offices.

If a payment bond exists, please provide us a copy of it. We will reimburse you for your copying expenses.

In closing, we thank you for your time and attention to this matter and invite you to contact us if we may be of further assistance.

Respectfully,


James West-Vice President

**Kirtley Roofing & Sheet Metal, LLC**

18902 Hamish Rd
Tomball, TX 77377

Invoice

Date	Invoice #
7/18/2019	7928

Bill To
Axiom Construction Co, Inc. 1219 Wunsche Loop Spring, TX 77373

P.O. No.	Terms	Project
	Net 30	19-898 24HR Fitness-Jester Village Site

Description	Amount
Agreement # SC-KK522R-18,39 Job Name: 24HR Fitness-Jester Village Site-Remodel Scope: Exterior Walls \$27,500.00 TPO tie in \$12,320.00 New Cap Metal \$18,030.00 Wall panels on backside of new parapet wall \$21,420.00 Contract: \$79,270.00 INVOICE FOR RETAINAGE	7,927.00

THIS DOCUMENT IS YOUR NOTICE OF OUR INTENT TO FILE LIEN IF OUR
PAYMENT TERMS ARE NOT FOLLOWED

Phone #
281-351-1022

Subtotal	\$7,927.00
Sales Tax (0.0%)	\$0.00
Total	\$7,927.00



L.M.I.
5238 Brittmoore Road
Houston, Texas 77041

Phone: (713) 856.8757
Fax: (713) 856.8186

Date: April 15, 2020

OWNER:

BRE Retail Residual Owner 1 LLC
1525 Faraday Avenue, Suite 350
Carlsbad, CA 92008
*Sent via Certified Mail, Return Receipt Requested
And Regular First-Class Mail
CMRRR 7018 0680 0001 5406 9753*

CONTRACTOR:

Axiom Construction Company, LLC
1219 Wunsche Loop
Spring, TX 77373
*Sent via Certified Mail, Return Receipt Requested
And Regular First-Class Mail
CMRRR 7018 0680 0001 5406 9760*

Re: *Claims of LMI Painting, LLC ("Claimant") for unpaid billings totaling \$6,650.76
("Claim Amount"); 24 Hour Fitness – Jester Village Site – Remodel ("Project").*

To Whom It May Concern:

This is to provide you with notice that Claimant is owed the Claim Amount for its past-due and unpaid billings for labor and materials furnished on the Project. Claimant furnished **painting - labor and materials** for the Project under Claimant's agreement with General Contractor.

This notice is sent in compliance with the Texas Property Code's mechanic's lien provisions. Accordingly, we must notify you that if the Claim Amount remains unpaid, the owner of the premises may be personally liable, and the owner's property may be subjected to a lien unless the owner withholds payment from the contractor for payment of the claim or the claim is otherwise paid or settled.

Also, further notice is given that all of the Claim Amount has accrued and is past due. Accordingly, demand for payment of the claim in the Claim Amount is hereby made.

Enclosed are copies of the statements or billings that constitute this claim.

This also constitutes notice pursuant to section 162.001 et seq. of the Texas Property Code (the Trust Fund Act) that Claimant has a priority interest in the construction funds for this project in your possession now or released to you in the future. The Trust Fund Act states that project owners and contractors are trustees of the construction funds they receive. Such funds must be used to pay for the labor and materials on the Project and cannot be used for other purposes. The owner and contractor are deemed to be trustees of the Project funds for the benefit of unpaid subcontractors and suppliers, including Claimant, to see that payment is made.

Consequently, you are directed to set aside such construction funds to cover the Claim Amount. Diversion of construction trust funds constitutes violation of the Trust Fund Act.

Please contact me immediately regarding this notice.

Sincerely,

A handwritten signature in black ink, appearing to read "Jill Benedict", written over a horizontal line.

Jill Benedict

AR/ Project Accountant

713-856-8757

jill@lmipaint.com

Subtotal	2,029.75
Sales Tax	
Total Invoice Amount	2,029.75
Payment/Credit Applied	
TOTAL	2,029.75

TO CONTRACTOR:

Axiom Construction Company, LLC
1219 Wunsche Loop
Spring, Texas 77373

PROJECT:

24 Hour Fitness- Jester Village Site -Remodel
1513 W 18th St
Houston, Texas 77008

APPLICATION NO: 7

INVOICE NO: 0120126
PERIOD: 01/01/20 - 01/31/20
PROJECT NO: KK522R

FROM SUBCONTRACTOR:

LMI Painting, LLC
5238 Britmore Rd
Houston, Texas 77041

CONTRACT NO: SC-KK522R-35

CONTRACT DATE: 03/20/2019
CERTIFICATE DATE: 01/21/2020
SUBMITTED DATE:

SUBCONTRACT FOR: All paint per specs and plans

SUBCONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Subcontract. Continuation Sheet is attached.

1. Original Contract Sum \$41,185.00
2. Net change by change orders \$7,054.75
3. Contract Sum to date (Line 1 ± 2) \$48,239.75
4. Total completed and stored to date (Column G on detail sheet) \$48,239.75
5. Retainage:
 - a. 0.00% of completed work \$0.00
 - b. 0.00% of stored material \$0.00Total retainage \$0.00
6. Total earned less retainage (Line 5a + 5b or total in column I of detail sheet) \$48,239.75
7. Less previous certificates for payment (Line 4 less Line 5 Total) \$46,210.00
8. Current payment due: \$2,029.75
9. Balance to finish, including retainage (Line 3 less Line 6) \$0.00

CHANGE ORDER SUMMARY		ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner/Client:		\$5,025.00	\$0.00
Total approved this month:		\$2,029.75	\$0.00
Totals:		\$7,054.75	\$0.00
Net change by change orders:		\$7,054.75	

The undersigned certifies that to the best of the Subcontractor's knowledge, information and belief, the Work covered by this Application for Payment has been completed in accordance with the Subcontract Documents, that all amounts have been paid by the Contractor for Work which previous Certificates for payment were issued and payments received from the Owner/Client, and that no payments shown herein is now due.

SUBCONTRACTOR:

By: _____ Date: _____

State of: _____

County of: _____

Subscribed and sworn to before
me this _____ day of _____

Notary Public: _____

My commission expires: _____

Document SUMMARY SHEET, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.
Use Column I on Contracts where variable retainage for line items apply.

APPLICATION NUMBER: 7

APPLICATION DATE: 01/21/2020

PERIOD: 01/01/20 - 01/31/20

Contract Lines

A	B	C	D	E	F	G		H	I
ITEM NO.	COST CODE	DESCRIPTION OF WORK	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
1	35 - Paint and Wallcoverings	Paint	\$41,185.00	\$0.00	\$0.00	\$41,185.00	100.00%	\$0.00	\$0.00
TOTALS:			\$41,185.00	\$0.00	\$0.00	\$41,185.00	100.00%	\$0.00	\$0.00

Change Orders

Change Orders										
A	B		C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)							
2	CCO # 001 Paint light poles									
2.1	35 Paint light poles	\$5,025.00	\$5,025.00	\$5,025.00	\$0.00	\$0.00	\$5,025.00	100.00%	\$0.00	\$0.00
3	CCO # 002 Paint Exterior Hand rails, post and gas line									
3.1	35 CO - paint	\$2,029.75	\$0.00	\$0.00	\$2,029.75	\$0.00	\$2,029.75	100.00%	\$0.00	\$0.00
TOTALS:		\$7,054.75	\$5,025.00	\$5,025.00	\$2,029.75	\$0.00	\$7,054.75	100.00%	\$0.00	\$0.00

Grand Totals

Grand Totals									
A	B	C	D	E	F	G	H	I	
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
	GRAND TOTALS:	\$48,239.75	\$46,210.00	\$2,029.75	\$0.00	\$48,239.75	100.00%	\$0.00	

Subtotal	4,621.00
Sales Tax	
Total Invoice Amount	4,621.00
Payment/Credit Applied	
TOTAL	4,621.00

DOCUMENT SUMMARY SHEET

APPLICATION AND CERTIFICATE FOR PAYMENT

APPLICATION NO: 6
INVOICE NO: 111910R
PERIOD: 11/01/19 - 11/30/19
PROJECT NO: KK522R
CONTRACT NO: SC-KK522R-35
CONTRACT DATE: 03/20/2019
CERTIFICATE DATE: 11/14/2019
SUBMITTED DATE:

PROJECT:
24 Hour Fitness- Jester Village Site -Remodel
1513 W 18th St
Houston, Texas 77008

TO CONTRACTOR:
Axiom Construction Company, LLC
1219 Wunsche Loop
Spring, Texas 77373

FROM SUBCONTRACTOR:
LMI Painting, LLC
5238 Britmore Rd
Houston, Texas 77041

SUBCONTRACT FOR: All paint per specs and plans

SUBCONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Subcontract. Continuation Sheet is attached.

- | | | |
|----|---|-------------|
| 1. | Original Contract Sum | \$41,185.00 |
| 2. | Net change by change orders | \$5,025.00 |
| 3. | Contract Sum to date (Line 1 ± 2) | \$46,210.00 |
| 4. | Total completed and stored to date
(Column G on detail sheet) | \$46,210.00 |
| 5. | Retainage: | |
| | a. 0.00% of completed work | \$0.00 |
| | b. 0.00% of stored material | \$0.00 |
| | Total retainage
(Line 5a + 5b or total in column I of detail sheet) | \$0.00 |
| 6. | Total earned less retainage
(Line 4 less Line 5 Total) | \$46,210.00 |
| 7. | Less previous certificates for payment
(Line 6 from prior certificate) | \$41,588.99 |
| 8. | Current payment due: | \$4,621.01 |
| 9. | Balance to finish, including retainage
(Line 3 less Line 6) | \$0.00 |

CHANGE ORDER SUMMARY		ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner/Client:		\$5,025.00	\$0.00
Total approved this month:		\$0.00	\$0.00
Totals:		\$5,025.00	\$0.00
Net change by change orders:		\$5,025.00	

The undersigned certifies that to the best of the Subcontractor's knowledge, information and belief, the Work covered by this Application for Payment has been completed in accordance with the Subcontract Documents, that all amounts have been paid by the Contractor for Work which previous Certificates for payment were issued and payments received from the Owner/Client, and that current payments shown herein is now due.

SUBCONTRACTOR:

By: _____ Date: _____

State of: _____
County of: _____
Subscribed and sworn to before
me this _____ day of _____
Notary Public: _____
My commission expires: _____

Document SUMMARY SHEET, APPLICATION AND CERTIFICATE FOR PAYMENT, containing

Contractor's signed Certification is attached.

Use Column I on Contracts where variable retainage for line items apply.

APPLICATION NUMBER: 6

APPLICATION DATE: 11/20/2019

PERIOD: 11/01/19 - 11/30/19

Contract Lines

A	B	C	D	E	F	G		H	I
ITEM NO.	COST CODE	DESCRIPTION OF WORK	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
1	35 - Paint and Wallcoverings	Paint	\$41,185.00	\$0.00	\$0.00	\$41,185.00	100.00%	\$0.00	\$0.00
TOTALS:			\$41,185.00	\$0.00	\$0.00	\$41,185.00	100.00%	\$0.00	\$0.00

Change Orders

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
2	CCO # 001 Paint light poles								
2.1	35 Paint light poles	\$5,025.00	\$5,025.00	\$0.00	\$0.00	\$5,025.00	100.00%	\$0.00	\$0.00
TOTALS:		\$5,025.00	\$5,025.00	\$0.00	\$0.00	\$5,025.00	100.00%	\$0.00	\$0.00

Grand Totals

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
GRAND TOTALS:		\$46,210.00	\$46,210.00	\$0.00	\$0.00	\$46,210.00	100.00%	\$0.00	\$0.00



March 30, 2020

Via CM/RRR and US Mail

BRE RETAIL RESIDUAL OWNER 1
1 FAYETE ST, STE 150
CONCHOHOCKEN, PA 194285-2081

Via CM/RRR and US Mail

AXIOM CONSTRUCTION COMPANY
1219 WUNSCH LOOP
SPRING, TX 77389

Via CM/RRR and US Mail

24 HR FITNESS
PO BOX 2689
CAARLSBAD, CA 92018

Re: **Project:**

**24 HR FITNESS
1513 W. 18TH STREET
HOUSTON, TX 77008
AFP ALARM AND DETECTION LP**

**Subcontractor/
Claimant:**

NOTICE OF RETAINAGE AGREEMENT

To whom it may concern:

Notice is hereby given pursuant to the Texas Property Code §53.057 that Allied Fire Protection, LP ("AFP") has furnished [is furnishing] materials, labor, and/or equipment to the above referenced Project under a written contract (the "Subcontract") with AXIOM CONSTRUCTION COMPANY ("General Contractor") for the completion of FIRE PROTECTION WORK.

The Subcontract allows General Contractor to withhold 10% retainage from each monthly payment request. AFP demands payment pursuant to Section 58.083 of the Texas Property Code.

YOU ARE HEREBY NOTIFIED THAT IF THIS CLAIM REMAINS UNPAID, YOU MAY BE PERSONALLY LIABLE AND THE ABOVE-DESCRIBED PROPERTY SUBJECTED TO A LIEN UNLESS YOU WITHHOLD PAYMENT FROM THE CONTRACTOR FOR PAYMENT OF THE CLAIM OR THE CLAIM IS OTHERWISE PAID OR SETTLED.

Please give me a call, if you have any questions.

Sincerely



of Allied Fire Protection, LP

ALLIED FIRE PROTECTION

Corporate Office 2003 Mykawa Road, Pearland, Texas 77581 1.800.604.2600 alliedfireprotection.com